

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

In Re, JAMES MICHAEL LITTLE, Debtor, CONSUMER PORTFOLIO SERVICES, INC. Movant, v. JAMES MICHAEL LITTLE, and JACK N ZAHAROPOULOS, Trustee, Respondents.	Bankruptcy No. 1:23-bk-02273-HWV Chapter 13
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OBJECTION TO CONFIRMATION OF CHAPTER 13 PLAN

AND NOW COMES, Movant, Consumer Portfolio Services, Inc. (the “Movant”), by and through its undersigned counsel, Bernstein-Burkley, P.C., and files this Objection to Confirmation of Debtor’s First Amended Chapter 13 Plan (the “Objection”) filed January 9, 2024, stating as follows:

1. Respondent, James Michael Little (the “Debtor”) filed a voluntary petition for relief under Chapter 13 of the Bankruptcy Code on October 3, 2023 (the “Petition Date”).
2. Jack N. Zaharopoulos is the duly appointed Chapter 13 Trustee and is currently acting in such capacity.
3. On or about May 6, 2021, Debtor entered into a Retail Installment Sales Contract (“Note”) with the Movant for the purchase of the 2018 Chevrolet Cruz, VIN: 3G1BE6SM5JS635960 (the “Vehicle”) with the Movant, a true and correct copy of which is attached hereto as **Exhibit A**.
4. Movant has a secured interest in the 2018 Chevrolet Cruz, VIN: 3G1BE6SM5JS635960, as evidenced by the Certificate of Title attached hereto as **Exhibit B**.
5. The Contract requires monthly payments of \$495.05 at an interest rate of 20.00%.

6. The payoff on the Note as of October 27, 2023, was \$16,589.03. The total pre-petition arrearages due at the Petition Date was \$0.00. These amounts are reflected in the Proof of Claim that was filed by Movant on October 27, 2023, see claim 2-1.

7. Debtor's First Amended Chapter 13 Plan dated January 9, 2024, proposes a payment in the amount of \$11,112.46 to pay towards the pre-petition arrearages at an interest of 10.00%.

8. The Debtor entered into the Contract within the 910-day period before the Petition Date. Pursuant to 11 U.S.C. § 1325 (a)(9), the Debtor is barred from modifying the terms of the Contract.

9. The Movant is entitled to the interest rate of *In Re Till*, therefore the prime rate plus 2% default, therefore the Movant is entitled to an interest rate of 10.50%

10. The Movant's Proof of Claim should govern.

WHEREFORE, Movant, Consumer Portfolio Services, Inc., respectfully requests that this Honorable Court deny confirmation of Debtor's Chapter 13 Plan.

Dated: February 26, 2024

Respectfully submitted,

BERNSTEIN-BURKLEY, P.C.

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